



**CLERK'S COPY.**

**Vol. VI**

**TRANSCRIPT OF RECORD**

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**Supreme Court of the United States**

**OCTOBER TERM, 1942**

**No. 246**

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**CHARLES CORYELL, ET AL., PETITIONERS,**

**vs.**

**JOHN S. PHIPPS AND GEORGE J. PILKINGTON**

---

**ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT  
OF APPEALS FOR THE FIFTH CIRCUIT**

---

**PETITION FOR CERTIORARI FILED JULY 20, 1942.**

**CERTIORARI GRANTED OCTOBER 12, 1942.**



VOLUME VI.  
—  
TRANSCRIPT OF EXHIBITS.

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UNITED STATES  
CIRCUIT COURT OF APPEALS  
FIFTH CIRCUIT.

---

No. 10185

---

CHARLES CORYELL, ET AL.,

Appellants,

versus

JOHN S. PHIPPS and GEORGE J. PILKINGTON,

Appellees.

Appeal from the District Court of the United States for  
the Southern District of Florida.

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VOLUME VI.

TRANSCRIPT OF EXHIBITS.

LIB. #38.

1317 Biscayne Boulevard.

Captain Pilkington:

Miami, February 11th, 1929.

This will introduce Mr. Huff, concerning whom I spoke to you the other day, and who will now have complete charge of our boats. You will, of course, deal entirely with him in the future.

A. A. SIMMON.

(A. A. Simmon).

AAS-h.

Van E. Huff,  
c/o Palm Beach Co.,  
The Plaza,  
Palm Beach.

403.  
51 B.

LIB. 39.

Palm Beach Company.  
The Plaza,  
Palm Beach, Florida.

April 2, 1929.

Capt. George J. Pilkington,  
P. O. Box 2516,  
Ft. Lauderdale, Florida.

Dear Sir:

Since seeing you in Ft. Lauderdale and leaving instructions to send your bills to this office, different arrange-

ments have been made and you will please continue to send your bills to the Biscayne Blvd. Co., 1317 Biscayne Blvd., Miami.

Very truly yours,

VAN E. HUFF.

VEH/VVF.

(Van E. Huff).

LIBS. #49.

Palm Beach Company.

The Plaza,

Palm Beach, Florida.

August 26, 1931.

Pilkington's Boat Yard,  
Ft. Lauderdale, Florida.

Gentlemen:

This will authorize the bearers of this letter, employees of the Sutcliffe Automotive Electric Company, to take batteries and magnetoes and such other electrical equipment as they see fit from the boat Iolanthe.

Yours very truly,

J. F. RILEY.

JFR:BH.

(J. F. Riley).

LIB 40.

Capt. Geo. J. Pilkington,  
Drawer H. Covered Storage Yacht Basin,  
Phone 92. Fort Lauderdale, Florida.

Jan. 18, 1932.

Palm Beach Co.,  
Palm Beach, Fla.

Seminole Boat Co.

Gentlemen:

I notice in your letter of the 15th that you think the price for storing the "Seminole" should be \$65.00

Would say that my rates for storing boats the size of the "Seminole" if you look at it right is only \$2.50 per day and not saying any thing about the size of your boat is just half the price of other places Mr. A. J. Fay of Lowell Mass A man that has four boats hear has on last Monday brought his Yacht "Freedom" 105 Feet long which now is along side of your boat while this boat is not so large in size it is a \$75.00 per month boat I have been doing business with mr. Fay for 18 years. Also fish boats like yours cost \$25.00. in other places while I only charge \$9.00. these prices is the same to all. Also in the boom period I made no attempt to take advantage of easy money and my prices stayed the same. In my 45 years in the boat business this is the second time any one has spoken of prices not being right. I always have the same price to all. Also I now have boats in hear that has been hear for six years some four years always paying the same price as people know they are getting the lowest rates that can be had I hope you will look into these rates and I think you will find that I am not taking any advantage of any one but giving them the service by keeping their boats in good condation and trying to please every one in the same way. I thank you for this opportunity to explain my prices.

Yours very truly,

GEO. J. PILKINGTON.

(Geo. J. Pilkington).

[Written in margin]:

Thanks for letter. Storage charges same.

LIB. 55.

Palm Beach Company.  
The Plaza,  
Palm Beach, Florida.

January 21, 1932.

Capt. Geo. J. Pilkington.  
Fort Lauderdale, Florida.

Dear Captain:

We have your letter of January 18th explaining storage charges on our various boats. The explanation is thoroughly satisfactory and appreciated.

We agree that the prices charged are not too much, and wish to thank you at this time for the excellent care you have given the boats.

Yours very truly,  
J. F. RILEY.

J. F. Riley/eh.

LIBS. 41.

Palm Beach Company.  
The Plaza,  
Palm Beach, Florida.

May 18, 1932.

Capt. Geo. J. Pilkington.  
Fort Lauderdale, Florida.

Dear Captain:

Your bill of April 30th shows an item of \$35.00 for men's time storing boat. Will you please itemize and explain this charge.

We sent Lula Johnson a check for \$7.50 for laundry several weeks ago.

Yours very truly,  
J. F. RILEY.

J. F. Riley/eh.

EH.

LIB. 42.

May 20th, 1932.

Mr. J. F. Riley,  
Palm Beach, Fla.

Dear Sir.

At your request I inclose explaintation of the Bill for \$35.00.

Storage on Boat \$17.50.

When Mr. Phips was hear on the day the Cap't was in a hurry to get the Boat redy to go he asked me to let him have my men to help him which I did.

He then wanted a man to help him on sunday so I gave him a man Which cost him \$5.00. which was payed direct to the men.

The Lanndry I gave to my Wifes laundry Woman as it saved you as much again. I advanced her \$5.00 on her bill but she did not receive your check untill the 14th last we did not learn this untill to day, my wife went to see her weather it is true or not this is what she told my Wife to day. Hopeing this is what you wanted explained I remain Yours Very Truly.

RESP. FF.

In Evidence 11-16-39.

May 20, 1932.

Pilkington Yacht & Storage Basin,  
Ft. Lauderdale, Florida.

Gentlemen:

Will you please let the bearer, Mr. Frank Thill, inspect the Yacht Seminole.

SEMINOLE BOAT COMPANY,

By. ....

LIBS. 50.

Palm Beach Company.  
The Plaza,  
Palm Beach, Florida.

September 13, 1932.

Capt. Geo. J. Pilkington,  
P. O. Box 2516,  
Ft. Lauderdale, Florida.

Dear Sir:

We are returning herewith our check in the amount of \$44.34 for storage on boats "Iolanthe" and "Clip" for the month of June.

We understand that this check does not include storage for July and August. These bills have been delayed in New York due to Mr. Phipps' trip to Florida but should be returned and check forwarded to you for them within the next week or ten days.

Yours very truly,

J. F. RILEY.

(J. F. Riley).

JFR:BH.  
Enc. Ck.

LIB. 43

Capt. Geo. J. Pilkington,  
Drawer H. Covered Storage Yacht Basin,  
Phone 92. Fort Lauderdale, Florida.

March 17th, 1933.

The Pal Beach Co.,  
Palm Beach, Fla.

Gentleman:

Wishing to treat all alike for one year from date I will make a reduction in the storage rate on the "Iolanthe"



and "Dorthy" to one cent per foot per day and the fish boat \$9.00 even per Per month. The "Seminole" I have always stored for a very low rate but will make the charge \$70.00 per month. hoping this will be in keeping with the condations that exist to day. This is made on condation that all bills will be payed when presented I remain

Yours very truly,  
**GEO. J. PILKINGTON.**  
 (Geo. J. Pilkington).

LIBS. 56.

Palm Beach Company.  
 The Plaza,  
 Palm Beach, Florida.

March 21, 1933.

Mr. Geo. J. Pilkington,  
 c/o Pilkington's Boat Yards,  
 Fort Lauderdale, Florida.

Dear Sir:

We are in receipt of your letter of March 17th advising new rates on boats Iolanthe, Dorothy and Seminole. These rates seem in line with present conditions and thank you very much for advising us of same.

Yours very truly,  
**J. F. RILEY.**  
 (J. F. Riley).

JFR:BH.

LIBS. 44.

Drawer H.      Capt. Geo. J. Pilkington,  
Phone 92.      Covered Storage Yacht Basin,  
Fort Lauderdale, Florida.

April 26th, 1933.

Palm Beach Co.,  
Palm Beach, Fla.

Gentleman:

As you wished a reply on the price of storage on the "Seminole" would say that I am always willing to co-operate and give the best that is in me and hope you will do the same in making monthly payments

I am willing to make the price \$600.00 per year and when things get better I hope you will return to the old rates. thanking you for your business I Remain,

Yours very truly,

GEO. J. PILKINGTON.

(Geo. J. Pilkington).

LIB. 45 FOR ID.

Western Union Telegram.

April 30/33.

Mr. J. S. Phipps,  
Phone 5354,  
N. Bold., Palm Beach.

Please give your man order to get Yacht Daughly out.

GEO. J. PILKINGTON.

LIB. 57.

Palm Beach Company.  
The Plaza,  
Palm Beach, Florida.

May 3, 1933.

Capt. Geo. J. Pilkington.  
Fort Lauderdale, Florida.

Dear Sir:

We have your letter of April 26th quoting a price of \$50.00 per month on the Seminole storage. Thank you very much for consideration shown and your excellent care of the boat in the past.

I assure you the bills will be paid promptly.

Yours very truly,

J. F. RILEY.

(J. F. Riley).

JFR:BH.

LIBS. 51.

1317 Biscayne Boulevard,  
Miami.

December 1, 1933.

Captain George Pilkington,  
c/o Pilkington Yacht & Storage Basin,  
Fort Lauderdale, Florida.

My Dear Captain:

Will you please deliver to Captain Willie Baker the yacht "Dorothy" you have stored in your basin. We expect to return the boat to you for storage again within thirty days.

Yours very truly,

PALM BEACH COMPANY,

(Roy H. Hawkins).

RHH:dc.

LIB. #46.

1317 Biscayne Boulevard,  
Miami.

March 20, 1934.

Captain George Pilkington,  
Pilkington's Yacht Storage Basin,  
Fort Lauderdale, Florida.

Dear Captain Pilkington:

Will you kindly deliver to Captain Willie Baker the yacht "Seminole". I would appreciate any assistance you can give him in getting her out immediately.

Thanking you, I am

Very truly yours,  
JOHN S. PHIPPS,  
By ROY H. HAWKINS,  
(Roy H. Hawkins).

LIB. 47.

Palm Beach Company.  
The Plaza,  
Palm Beach, Florida.

5/7/34.

Pilkington Boat Yard,  
Fort Lauderdale.

Dear Mr. Pilkington:

Please permit the bearer to board the Seminole to complete lay-up.

Yours very truly,  
PALM BEACH COMPANY,  
J. F. RILEY.

DEF. E.

Capt. Geo. J. Pilkington,  
Drawer H. Covered Storage Yacht Basin,  
Phone 92. Fort Lauderdale, Florida.

June 22d, 1934.

Palm Beach Co.,  
Palm Beach, Fla.

Gentleman:

I sent you my bill for storage on the "Seminole" for the month of May \$75.00. To day I received a check for \$50.00. Which is not in acord with my letter of March 17th, 1933. and acknowledge by you March 21st 1933.

You called my attention to the fact that you had four boats in hear I then made you a further reduction on the "Seminole" this was only for one year.

My storage rates being the lowest in Florida I will say that my rates for any boats you may want to have stored hear will be One Cent Per Foot per Day up to ten foot beam over ten foot beam will be one cent and a half per foot per day. House Boats will Twenty dollars and up as to size.

Yours very truly,  
GEO. J. PILKINGTON.

LIB. #48.

Palm Beach Company.  
The Plaza,  
Palm Beach, Florida.

9/5/34.

Pilkington Boat Yard,  
Fort Lauderdale, Fla.

Dear Mr. Pilkington:

Please allow the bearer R. C. Abel access to the yachts Iolanthe and Seminole for repair work.

Yours very truly,  
J. F. RILEY.

DEF. F.

February 23, 1935.

Captain Pilkington,  
c/o Pilkington Boat Yards,  
Ft. Lauderdale, Florida.

Dear Captain Pilkington:

This will be your authority to turn over to Captain Willie Baker the yacht "Seminole" which is now located in your boat yard.

Very truly yours,  
SEMINOLE BOAT COMPANY,  
By ROY H. HAWKINS,

RHH:J.

LIB. 53.

Palm Beach Company.  
The Plaza,  
Palm Beach, Florida.

April 16, 1935.

Pilkington Boat Yards,  
Ft. Lauderdale, Florida.  
Gentlemen:

Please allow the bearer, Mr. L. Randell, permission to remove the two iron cots and mattresses from the Yacht Seminole.

Yours very truly,  
J. F. RILEY,  
(J. F. Riley).

JFR:BH.



13

LIB. 52.

1317 Biscayne Boulevard,  
Miami.

April 17, 1935.

Captain Pilkington,  
c/o Pilkington Yacht and Storage Basin,  
Fort Lauderdale, Florida.

Dear Captain Pilkington:

Will you kindly allow the bearer to board the Yacht  
"Seminole" for the purpose of removing linen and silver,  
which we plan to keep at this office.

Yours very truly,

SEMINOLE BOAT CO.,

By ROY H. HAWKINS,

(Roy H. Hawkins).

RHH:dc.

LIB. 54.

1317 Biscayne Boulevard,  
Miami.

April 20, 1935.

Pilkington Yacht & Storage Basin,  
Fort Lauderdale, Florida.

Attention of Captain Pilkington.

Dear Sir:

In compliance with your request, we enclose herewith  
the keys to the Yacht "Seminole". We would appreciate  
your acknowledging receipt of same so that our records  
may be kept clear.

Yours very truly,

SEMINOLE BOAT CO.,

By W. L. WEBBER.

(W. L. Webber).

WLW:dc.



LIB. 60.

Capt. Pilkington:

Please let Capt. Abel take same equipment off the Seminole.

J. F. RILEY.

LIB. 61.

Capt. Geo. J. Pilkington,  
Drawer H. Covered Storage Yacht Basin,  
Phone 92. Fort Lauderdale, Florida.

April 23d, 1935.

Mr. W. L. Webber,  
Miami, Fla.

Dear Sir:

This is to say that I received the keys and thank you very much. as the boat should be aired out after every rain or a spell of damp weather.

Yours very truly,

GEO. J. PILKINGTON.

(Geo. J. Pilkington).

DEF. G.

Capt. Geo. J. Pilkington,  
Drawer H. Covered Storage Yacht Basin,  
Phone 92. Fort Lauderdale, Florida.

June 13th, 1935.

Palm Beach Co.,  
Palm Beach, Fla.  
Gentleman:

I am returning your check of \$50.00 by my Wife to day as it is not the amount of my statement to you for the

month of May for storages charges on your boat the "Seminole" also not in acord with the statement for April.

I notified you through my wife in person befor the Seminole was brought back hear on April 16th 1935. that my old prices wher in effect and if the "Seminole came back hear it would cost \$75.00. per month to store it hear I am sorry the mistake on your part was made.

Yours very truly,

GEO. J. PILKINGTON.

(Geo. J. Pilkington).

### DEF. EX. I.

Capt. Geo. J. Pilkington,  
Drawer H. Covered Storage Yacht Basin,  
Phone 92. Fort Lauderdale, Florida.

July 5, 1935.

Mr. A. A. Simmons,  
Florida Farms,  
Gainsville, Fla.

Dear Mr. Simmons:

I am writing to ask if you can give me as near as you can the year month and date you sent me the house boat Seminole to my place. I would like to be some wher near as I can to see if I am right on my books. Also if you knew who the real owners of the boat was it at that time help me in a way that I would thank you very much.

I suppose you have learned that the boat blow up in my basin and burnt me out. Thanking you in advance I remain yours very truly.

GEO. J. PILKINGTON.

(Geo. J. Pilkington).

Resp. Phipps Ex. "I".

LIB. 62.

9/30/35.

Pilkington Boat Yard:

Please allow Capt. Wm. Baker to remove hull of Yacht Seminole from your property.

J. F. RILEY,  
PALM BEACH COMPANY.

LIBS. 120 ID.

Questions to Be Asked Mr. E. George Bernard Re Condition of Yacht "Seminole" in March, 1935, When He Surveyed Same for Federal Insurance Company.

Q. 1. Do you recall whether there was at that time in the engine room of the yacht, an outlet from the gasoline tanks in the form of a pipe line, for the purpose of drawing gas into portable containers for use outside the yacht?

A. The above condition of pipe fitting or outlet may of been part of the attached gas line fitting but I do not recall that it was there.

Q. 2. If your answer to question 1 is yes, please give your recollection of the structural form of this outlet?

A. ....

Q. 3. Is it your opinion that the existence of such a condition as that outlined in question 1 above is dangerous?

A. This would be wrong and is not in accord with the rules and regulations as outlined by the National Board of Fire Underwriters.

Dec. 7th, 1937.

E. GEO. BERNARD.

LBS. #114.

Know All Men that I, WILLIE MAE ABEL, personally as the surviving spouse of Rupert C. Abel, and as Administratrix of the Estate of Rupert C. Abel, in consideration of the sum of Five Thousand (\$5,000.00) Dollars, lawful money of the United States of America, and other good and valuable consideration to me in hand paid by Seminole Boat Company, a Delaware Corporation, the receipt whereof is hereby acknowledged, have remised, released, and forever discharged, and by these presents do, for myself, my executors, administrators and assigns, remise, release and forever discharge the said Seminole Boat Company, its successors and assigns, the several boats of the said company, their officers and agents, their and each of their executors, administrators and assigns, and in particular the houseboat, "Seminole," her underwriters, charterers, their and each of their successors and assigns, and Palm Beach Company, a Delaware Corporation, John S. Phipps, Amy Guest, Henry C. Phipps, Howard Phipps, and all members of the families of the above named individuals, all corporations in which they, or any of them, are interested as stockholders or officers, or otherwise, and all corporations affiliated with or subsidiary to such corporations, including particularly but not by way of limitation, all corporations affiliated with or subsidiary to or owning stock in the aforesaid Palm Beach Company, and all agents, employees and officers of the said individuals and corporations now or heretofore acting or employed as such, of and from all, and all manner of, actions, suits, liens, debts, dues, trespasses, damages, injuries, sums of money, controversies, agreements, claims and demands whatsoever, at law, in equity or in admiralty.

Note: Remainder of this exhibit missing.

## PHIPPS 3-T-1 Id.

Memorandum to Mr. H. C. Phipps.

January 10th, 1933.

Before the Yacht "Seminole" is used again the following work should be done on the motors:

1. Grind valves and clean carbon on 2 large power motors.
2. Completely overhaul generator engine.
3. Completely overhaul two water pumps.

We have a price of \$300.00 for this work and Mr. John S. Phipps has approved. He asks that we get your approval before proceeding with the work.

J. F. RILEY.

JFR:BH.

R. 3-T-1.

RESP. "O" ID.

July 31, 1935.

Captain Pilkington,  
Fort Lauderrale, Florida.

Dear Sir:

This letter will be your authority to turn over to Mr. J. F. Riley the two valves with fittings and also the portion of the switchboard taken from the Seminole, labelled and turned into your office by Mr. Carl Holm after the fire.

We have been formally notified by Mr. Holm of this

action and now demand that the above property items, together with any other connections, pipes, valves, or wreck fragments of any kind that you may have personally removed, caused to have been removed, or know to have been removed, be turned over to Mr. Riley on the presentation of this letter, who will sign an appropriate receipt for same.

Yours very truly,

SEMINOLE BOAT COMPANY,

RHH:dc.

By ROY H. HAWKINS.

[Written in pencil]:

Dictated CVR 7/31.

Original delivered by J. R. Riley to Capt. Pilkington, Aug. 1st, 1935, 3 p. m. Refused by Pilkinton and delivered to Miller by Riley in my presence at 4 p m., 7/31/35.

RESP. CC.

Contract.

Seminole Boat Company with W. P. Baker.

This Agreement made and entered into this 21st day of October, A. D. 1929, by and between Seminole Boat Co., a Delaware corporation, hereinafter called "Owner" and W. P. Baker, of Miami, Florida, hereinafter called "Master";

Witnesseth:

1. Owner engages and employs Master for the period of one year from this date as master and captain of owner's



gas yacht, Seminole, number 201644, Letters KTND, whose permanent yacht license certificate is number M15, upon the following terms and conditions:

2. Master agrees to maintain and operate said boat out of the port of Miami, Florida, and elsewhere as owner may direct, for the primary purpose of doing a public chartering business in the customary and a proper and efficient manner and in conformity with all applicable laws and maritime rules and regulations, at all times, and subject to the orders, supervision and control of owner; that no contracts shall be made or performed which shall be disapproved by owner, and that he will promptly and fully, upon demand of owner, render reports of maintenance, condition, operation and business of said boat, and will promptly, without demand, account for all moneys and revenues derived from the operation of said boat and pay over to owner promptly all moneys above the cost of operating said boat, the same to be divided under the terms hereof.

3. That the Owner shall pay the Master for the prompt, faithful and efficient performance of his duties hereunder, a fixed salary of Two Hundred (\$200.00) Dollars per month during the term hereof, and also thirty (30) per cent of the net profits derived from the operation of said boat, computed upon an annual basis, commencing on this date; all wages of crew, fuel, subsistence and other current maintenance and operating charges not specifically mentioned, to be deducted from the gross revenues in determining the balance remaining for net profits, provided, that the cost of insurance of said boat shall be borne and paid by owner and owner shall also bear the expense of putting said boat as soon as practicable in reasonably good and seaworthy condition, and owner shall also bear the cost of suitable new awnings therefor.



4. This Agreement may be terminated at the option of owner upon . . . days' notice to Master for breach of duty or obligation by Master, or upon said boat being wrecked or substantially disabled.

In Testimony Whereof the parties hereto affix their respective signatures and seals.

SEMINOLE BOAT CO.,  
By PAUL R. SCOTT,  
President.

Attest:

R. M. HAWKINS,  
Secretary

(Seal)

Signed, sealed and delivered in the presence of:

A. A. SIMMON,  
GEORGE T. CLARK,  
As to Owner.

W. P. BAKER,  
Master.

(Seal)

Signed, sealed and delivered in the presence of:

GEORGE T. CLARK,  
A. A. SIMMON,  
As to Master.

## RESP. DD IN EVIDENCE.

## Report of Survey.

Office of  
E. Geo. Bernard,  
Ship and Engineer Surveyor and Appraiser,  
714 Postal Building,  
Miami, Florida.

## Yacht "Seminole".

Miami, Florida, March 29, 1935.

This is to certify that I, the undersigned Surveyor, did make an inspection of the houseboat "Seminole" while she was lying on marine ways at Miami, Florida, on March 26th, 1935, and when afloat, with regard to her general condition for insurance purposes.

Vessel owned by the Seminole Boat Co., Miami, Fla.

Length, O. A., 116 ft., W. L., 110 ft.; beam, 21 ft.; depth, 7 ft.; draft, 4½ ft.

Hull constructed of steel, built 1904 by the Marine Construction & Drydock Co., New York. Official No. 201644. Gross tons 174.

Vessel powered with heavy duty Winton gas engines, totaling 225 H. P., fitted 1921. Speed, 10 miles per hour.

The sides of the steel hull extend above the waterline 50". The topsides are of heavy construction of wood and extend 4 ft. above the steel section of hull; decks of wood, canvas covered. On the deck are constructed forward and after house sections, used as saloon and dining-

room, the bridge and pilot house being located in boat deck. Permanent shade deck extends from forward house over the after part of saloon deck. All the top side woodwork, deckhouses and superstructure found to be in order.

The bottom of this hull was extensively repaired and part of plating renewed early in 1928 at Miami, Florida. The vessel has been laid up in fresh water at Fort Lauderdale for the greater part of the time since 1928.

Vessel drydocked March 26th and 27th at Miami, Fla., when she was seen and examined by the undersigned, and it was noted that the hull remained in practically the same condition as when repaired in 1928; also was internally examined on dock and afloat, and all found to be tight and in order. Bilges clean, dry and free from gas odor.

Size of frames,  $2\frac{3}{8}$ " x  $2\frac{3}{8}$ ", double, of angle iron. Thickness hull plating,  $5/16$ ".

The engine room space is located midships, is the width of hull and 9 ft. 6" deep; fitted with steel bulkheads at the forward and after ends; space vented by two 14" cowl ventilators extending from boat deck, also by skylight and hatchway and by two rectangular windows through the side of hull.

Manufacturer's Numbers of engines: Starboard, 594; port, 593. Revolutions per minute, 450. Engines fitted with air starting equipment, tanks located in hold space aft of engine room. Backfire deflectors attached to carburetors.

Equipped with two 110 volt electric light units, as follows:

Main unit: Six-cylinder Winton Engine.

**Auxiliary unit:** A 4-cylinder Universal engine. These located in a roomy space port side of engine room.

Carburetors connected to feed line from main tanks

Equipped with 2 H. P. motor driven combined bilge and fire pump located on shelving on engine room bulkhead.

Fitted with electric fresh and saltwater pumps.

All the above machinery found to be in good operating condition.

An independent double acting hand fire pump is located on deck over engine room, fitted with 50 ft. length of 2" fire hose; pump and hose found in order.

**Storage batteries:** Equipped with Edison batteries; form or size, 20 trays containing 5 cells each; these, as far as could be determined, were in good condition, having been overhauled during 1934.

**Gas tanks:** Four cylindrical steel tanks located in a separate hull space forward of engine space. The tanks are of heavy construction, well bedded and secured to place. Tanks fill through tight deck fittings and are vented to lead overboard. Capacity of tanks, about 650 gallons. Shut-off valves fitted on tanks and in fuel lines in engine room. Tanks and piping found tight and, in order. Glass guage fitted to show tank readings.

**Auxiliary gas tank—windlass engine:** Circular tank located in fore peak space; material, galvanized iron; capacity, 10 gallons; tank and filling connections found in order.

**Kerosene oil tanks:** Equipped with two; one, 55 gallons in engine room and one, 60 gallons on saloon deck. Tanks and piping found in order.

**Galley space** located aft; equipped with a 6-cover single oven stove, kerosene used as fuel, Oliver oil burner used. Hot-water back fitted in furnace of stove. Protection in way of stove found in order. Uptake fitted over stove and vented to deck. Air circulating fan fitted in space, also vented by passageway and window. Equipped with two frigidaire units.

**Fire Extinguishers:** Fitted with six 1-quart hand Pyrene type fire extinguishers and four 2½-gallon Soda type. Note: The 1-quart fire extinguishers to be checked and filled and the four 2½-gallon extinguishers to be re-charged. Equipped with 8 re buckets, these located in racks on boat deck.

**Ground tackle:** Equipped with 3 anchors, weights 350 lbs., and 450 lbs., Patent type. Spare anchor, ordinary type, weight 250 lbs. Main anchor connected to chain cable, size 5/8" and 11/16" length 60 fathoms; also 150 fathoms of 3" manila cable as spare. Fitted with power windlass operated by Speedway gas motor located on forward deck. All found in order.

**Small boats:** Equipped with the following:

3 outboard motor boats.

1 20-ft. sea skiff.

1 10-ft. row boat.

Vessel fitted with four sets of boat davits.

The main switchboard, wiring and light fixtures found in order.

Equipped with engine telegraphs.

All United States Government requirements have been full complied with.

Vessel used, when in commission, strictly for private pleasure purposes.

From the examination made of this vessel while on drydock and afloat on March 26th and 27th, 1935, the general condition of hull, main and auxiliary machinery, deck, and deck houses and equipment found to be good, considering the age of the vessel.

The market value of this vessel, as of March 29th, 1935, would in the opinion of the undersigned be about Eight Thousand Five Hundred Dollars (\$8,500.00).

E. GEO. BERNARD,  
Marine Surveyor.





## EXTRACT FROM EXHIBIT Z.

787 Fifth Avenue.

New York, November 4, 1929.

Dear Mr. Simmon:

1317 Biscayne Boulevard,  
Miami, Florida.

Dear Mr. Simmon:

Mr. J. S. Phipps says that the expenses of the Seminole to New York and back this summer, and the expenses of preparing the boat for the trip north, are to be charged to him and not part thereof to Mr. Henry G. Phipps. Any expenses on the boat after its return and before it is turned over to Mr. Baker or any expenses that are not to be borne by Baker are to be divided between Mr. John S. and Mr. Henry C. as usual.

Yours very truly,

PAUL R. SCOTT.

(4-D.)

# Analysis of Operation of Seminole Boat Company.

Period October 11, 1928, Through December 31, 1935.

On November 11, 1928, the records of account for Seminole Boat Company were set up with Journal Entry #1 recording the subscription payment and issuance of 10 shares of its capital stock as follows:

S. M. Mackey .....	4 shares
L. C. Chester .....	3 shares
— Kennedy .....	3 shares

On November 20, 1928, an account was opened with the First National Bank, Miami, Florida, depositing \$100.00, being the proceeds from the sale of the above listed stock.

The Boulevard Mortgage Company made cash advances to Seminole Boat Company, also paid sundry expense items for its account. Both the cash advances and disbursements for sundry expenses were set up on Seminole Boat Company records as Accounts Payable to Boulevard Mortgage Company. From time to time the Messrs. J. S. and H. C. Phipps would reimburse Boulevard Mortgage Company for such items—one-half each. When such reimbursements were made the Seminole Boat Company would, by journal entry, transfer its liability to Boulevard Mortgage Company to the Messrs. J. S. and H. C. Phipps.

The cash advances by Boulevard Mortgage Company and other cash receipts were deposited in Seminole Boat

Company's bank account with First National Bank, Miami. From this account were paid the principal operating expenses to June 2, 1931. On this date the bank account was closed and Boulevard Mortgage Company paid all operating expenses to December 31, 1933. Palm Beach Company then paid all operating expenses from this date on. The Messrs. J. S. and H. C. Phipps reimbursed Boulevard Mortgage Company and Palm Beach Company for such expenses to December 31, 1934. Their reimbursements were handled as stated in above paragraph. Mrs. Guest acquired the one-half interest of Mr. H. C. Phipps on March 23, 1935, Mrs. Guest assuming his one-half of the expenses for period January 1, 1935, through March 23, 1935. Mrs. Guest and Mr. J. S. Phipps reimbursed Palm Beach Company for expenses to March 23, 1935—one-half each.

With the foregoing in mind the following analysis is made:

Year 1928:

Cash Receipts:

Subscription to Capital Stock....	\$100.00	
Cash advanced by Boulevard Mortgage Company .....	400.00	\$500.00

Less: Expenses paid through bank  
account:

Recording abstracts, etc. ....	45.31	
Painting .....	103.08	
Storage .....	75.00	223.39

Cash balance 12-31-28 .....		\$276.61
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Other Expenses paid directly by  
Boulevard Mortgage Company:

Organization Expense .....	98.76
Painting .....	9.50
Storage .....	168.30

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276.56

Expense paid through Bank Account 223.39

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Total Operation Expenses  
Year 1928 ..... \$499.95

Year 1929:

Cash Receipts:

Advances by Boulevard Mortgage Co. ....	\$9,850.00
Proceeds from Charter .....	8,554.38
Rebates, Accounts Receivable, etc. ....	2,004.51

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\$20,408.89

Less Reimbursement to Boulevard  
Mortgage Co. .... 5,700.00

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\$14,708.89

Less cash advanced to W. R.  
Baker outstanding 12-31-29... 500.00 14,208.89

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\$14,485.50

Less: Expenses paid through Bank  
Account:

Truck & autos .....	18.80
Charts .....	14.25
Commission on Charters .....	150.00
Conditioning .....	732.50
Gas and oil .....	2,505.89
Groceries & Furnishings .....	576.35

Hardware supplies .....	570.27	
Installing Gas Gauge .....	3.40	
Insurance .....	1,613.35	
Laundry .....	146.04	
Plumbing .....	169.50	
Recording Abstracts, etc. ....	58.33	
Repairs & Maintenance .....	2,569.66	
Stationery & Printing .....	54.00	
Storage .....	446.41	
Sundry .....	66.59	
Tolls .....	73.20	
Uniforms .....	128.75	
Wages .....	4,520.85	14,418.74

Cash Balance 12-31-1929 .....		\$66.76
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Other Expenses paid directly by  
Boulevard Mortgage Company:

Commission on Charter .....	350.00
Gas and Oil .....	8.38
Groceries & Furnishings .....	357.91
Salaries .....	300.00
Storage .....	11.00
Sundry .....	63.34
Wages .....	1,022.85

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2,113.48

Expenses paid through Bank Ac-  
count .....

Depreciation on Yacht Year 1929..	14,418.74	333.32
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Total Debits to Profit & Loss

Year 1929 .....	16,865.54
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Note: Adjustment of \$14.29 made in Sundry a/c Item of \$150.00 commission on charter shown in expenses and charged to Income Account on ledger.

Year 1930:

Cash Receipts:

Advances by Boulevard Mortgage

Co. .... \$6,400.00

Proceeds from Charter ..... 4,284.00 \$10,684.00

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\$10,750.76

Less: Expenses paid through Bank Account:

Charts ..... 4.50

Gas and Oil ..... 101.55

Groceries & Furnishings ..... 613.17

Insurance ..... 1,640.00

Laundry ..... 32.38

Repairs & Maintenance ..... 1,233.46

Storage ..... 652.65

Sundry ..... 22.00

Telephone & Telegraph ..... 1.25

Uniforms ..... 118.99

Wages ..... 5,954.58 10,374.53

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Cash Balance 12-31-1930 ..... 376.23

Disbursements from Petty Cash

Fund Outstanding 12-31-29:

Gas & Oil ..... 34.72

Groceries & Furnishings ..... 6.30

Repairs & Maintenance.. 262.00

Storage ..... 133.98

Wages ..... 63.00 500.00

## Other expenses paid by Boulevard

Mortgage Co.:		
Gas & Oil .....	12.23	
Laundry .....	123.65	
Repairs & Maintenance .....	1,164.77	
Storage .....	158.10	
Sundry .....	52.50	
Telephone & Telegrams .....	6.35	
Uniforms .....	1,074.35	
Wages .....	1,403.35	3,995.30
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		4,495.30

Expenses paid through Bank Ac-	
count .....	10,374.53
Depreciation on yacht year 1930 ..	2,000.00
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Total Expenses Year 1930 .. \$16,869.83

## Year 1931:

## Cash Receipts:

Advances by Boulevard Mortgage	
Co. ....	None
Proceeds from Charter .....	None

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376.23

## Less: Expenses paid through Bank Account:

Groceries & Furnishings (Ref.) ..	6.30	
Repairs & Maintenance .....	135.00	
Sundry .....	2.75	131.45
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Cash Balance 6-2-1931 .....

244.70

This balance transferred to Boulevard Mortgage Company—June 2, 1931, by Check #118.



**Other Expenses paid by Boulevard Mortgage****Company:**

Gas and Oil .....	310.75
Groceries & Furnishings .....	74.20
Laundry .....	80.32
Plumbing .....	22.60
Repairs & Maintenance .....	2,069.92
Storage .....	1,316.30
Sundry .....	69.20
Taxes & Licenses .....	147.00
Telephone & Telegraph .....	95
Wages .....	3,174.22
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	7,265.46

Expenses paid through Bank Ac- count .....	131.45
Depreciation on Yacht, Year 1931 ..	2,000.00
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**Total Debits to Profit & Loss,  
Year 1931 .....** \$9,396.91

**Year 1932:**

From this period on Seminole Boat Company's operating expenses were paid by the Boulevard Mortgage Company and Palm Beach Company.

**Expenses paid by Boulevard Mortgage Company:**

Truck and Auto Expenses .....	14.30
Gas & Oil .....	1.40
Groceries & Furnishings .....	793.72
Hardware Supplies .....	220.06
Insurance .....	268.51
Laundry .....	7.50
Repairs & Maintenance .....	396.68

Storage .....	1,507.78
Sundry .....	72.60
Taxes & Licenses .....	116.00
Telephone & Telegraph .....	3.50
Wages .....	632.57

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 4,034.62

\* Depreciation on Yacht, Year 1932.. 2,000.00

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Total Debits to Profit & Loss,  
Year 1932 ..... \$6,034.62

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Year 1933:

Expenses paid by Boulevard Mort-  
gage Company:

Hardware .....	37.41
Insurance .....	116.51
Plumbing .....	43.00
Repairs & Maintenance .....	696.53
Storage .....	744.18
Taxes & Licenses .....	145.55
Telephone & Telegraph .....	4.50
Wages .....	147.50

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 1,702.16

Depreciation on Yacht, Year 1933.. 2,000.00

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Total Debits to Profit & Loss,  
Year 1933 ..... \$3,702.16

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Year 1934:

Expenses paid by Palm Beach Com-  
pany:

Gas & Oil .....	269.55
Groceries & Furnishings .....	24.61

Hardware Supplies .....	87.05
Laundry .....	8.55
Plumbing .....	99.66
Repairs & Maintenance .....	621.04
Salaries .....	762.14
Storage .....	607.26
Sundry .....	177.66
Taxes & Licenses .....	121.86
Telephone & Telegraph .....	4.75

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\$2,784.13

Depreciation on Yacht, Year 1934.. 2,000.00

Total Debits to Profit & Loss,

Year 1934 ..... \$4,784.13

Year 1935:

Expenses paid by Palm Beach Company:

Gas & Oil .....	110.90
Insurance .....	129.20
Repairs & Maintenance .....	623.36
Salaries & Wages .....	659.75
Medical Expense—Seminole Fire .....	2,378.43
Storage .....	367.88
Sundry .....	540.99
Taxes & Licenses .....	53.01
Expenses—re R. C. Abel .....	610.00
Groceries & Furnishings .....	29.84

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5,503.36

Loss of Boat Seminole by fire on

June 24, 1935 ..... 9,166.68

Total Debits to Profit & Loss,

Year 1935 ..... \$14,670.04

All disbursements by Boulevard Mortgage Company and Palm Beach Company have been reimbursed by Messrs. J. S. and H. C. Phipps excepting those disbursements by Palm Beach Company for period May 1, 1935, through December 31, 1935, totaling \$4003.55. This is Accounts Payable to Palm Beach Company on Seminole Boat Company records.

**Continuation of Analysis of Seminole Boat Company.**

**Period January 1, 1936, Through September 30, 1938.**

**Year 1936:**

**Expenses paid by Palm Beach Company:**

Taxes .....	\$ 10.00
Medical Expenses—Seminole Fire .....	2,854.25
Repairs and Maintenance .....	64.66
Sundry .....	5,023.90

Total Debits to Profit & Loss Year	
1936 .....	<u>\$7,952.81</u>

Note: The Prigg Cabin Boat was sold on May 5th, 1936, the proceeds of \$950.00 was credited to Seminole Boat Company on books of Palm Beach Company.

The net liability of Seminole Boat Company for year 1936 is \$7,002.81.

**Year 1937:**

**Expenses paid by Bessemer Properties, Incorporated:**

Medical expenses—Seminole Fire .....	\$ 988.00
Taxes .....	10.00
Sundry .....	10.00

Total Debits to Profit & Loss Year	
1937 .....	<u>\$1,008.00</u>

Note: Palm Beach Company was consolidated on January 1st, 1937. The new company is Bessemer Properties, Incorporated.

Year 1938: (Part):

*Expenses paid by Bessemer Properties, Incorporated:*

Medical expenses—Seminole Fire.....	\$ 600.00
Taxes .....	15.00

Total Debits for Expenses to 9-30-38..	<u>\$ 615.00</u>
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Analysis of Boulevard Mortgage Company and Palm Beach Company Accounts With Seminole Boat Company for Period October 1928 Through December 31, 1935.

Dr. Cr.

Year 1928—Boulevard Mortgage Co.:

Cash Advances .....	\$ 400.00	
Expenses Paid .....	276.56	\$676.56

Year 1929—Boulevard Mortgage Co.:

Cash Advances .....	9,850.00	
Cash a/c Receivable Sundry	2,004.51	
Expenses Paid .....	2,113.48	13,967.99

Total for Years 1928-1929.....	\$14,644.55
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Boulevard Mortgage Company was reimbursed for years 1928 and 1929—the following accounts receiving credit:

	Dr.	Cr.
3-25-29 Cash a/c Seminole Boat Co. ....	1,200.00	
4- 2-29 Cash a/c Seminole Boat Co. ....	3,500.00	
6- 7-20 Cash a/c Seminole Boat Co. ....	1,000.00	
10-31-29 Mr. H. C. Phipps..	2,479.37	
10-31-29 Mr. J. S. Phipps..	2,479.37	
12-31-29 Mr. H. C. Phipps..	489.12	
12-31-29 Mr. J. S. Phipps..	3,496.69	14,644.55

*Year 1930—Boulevard Mortgage Co.:*

Cash Advances .....	6,400.00	
Expenses Paid .....	3,995.30	\$10,395.30

Boulevard Mortgage Company was reimbursed for year 1930—the following accounts receiving credit:

4-30-30 Mr. J. S. Phipps..	1,877.93	
4-30-30 Mr. H. C. Phipps..	1,877.94	
6-30-30 Mr. J. S. Phipps..	1,701.19	
6-30-30 Mr. H. C. Phipps..	1,701.19	
12-31-30 Mr. J. S. Phipps..	1,618.53	
12-31-30 Mr. H. C. Phipps..	1,618.52	10,395.30

*Year 1931—Boulevard Mortgage Co.:*

Cash Advances .....	None	
Expenses Paid .....		\$7,265.46

Dr.

Cr.

Boulevard Mortgage Company was reimbursed in part for 1931—the following accounts receiving credit:

6- 2-31 Cash—Seminole Boat Co. ....	244.78	
6-30-31 Mr. J. S. Phipps..	3,098.14	
6-30-31 Mr. H. C. Phipps..	3,098.14	
12-31-31 Mr. J. S. Phipps..	374.70	
12-31-31 Mr. H. C. Phipps..	374.70	
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	7,190.46	

Balance not reimbursed....	75.00	7,265.46
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Year 1932—Boulevard Mortgage Co.:

Balance Forward .....	\$ 75.00	
Expenses Paid .....	4,034.62	\$4,109.62

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Boulevard Mortgage Company was reimbursed for 1932—the following accounts receiving credit:

6-30-32 Mr. J. S. Phipps..	896.49	
6-30-32 Mr. H. C. Phipps..	896.49	
12-31-32 Mr. J. S. Phipps..	1,158.32	
12-31-32 Mr. H. C. Phipps..	1,158.32	4,109.62

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Year 1933—Boulevard Mortgage Co.:

Expenses Paid .....	\$1,702.16
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Dr. Cr.

Boulevard Mortgage Company was reimbursed for 1933—the following accounts receiving credit:

6-30-33 Mr. J. S. Phipps..	478.78	
6-30-33 Mr. H. C. Phipps..	478.78	
12-30-33 Mr. H. C. Phipps..	372.30	
12-30-33 Mr. J. S. Phipps..	372.30	1,702.16

From this point on disbursements were made by Palm Beach Company for Seminole Boat Company.

Year 1934—Palm Beach Company:

Expenses Paid .....		\$2,784.13
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Palm Beach Company was reimbursed for 1934 in part the following accounts receiving credit:

12-31-34 Mr. H. C. Phipps..	1,022.38	
12-31-34 Mr. J. S. Phipps..	1,022.38	
	2,044.76	

Balance not reimbursed ...	739.37	2,784.13
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Year 1935—Palm Beach Company:

Balance Forward .....	739.37	
Expenses, etc., paid .....	6,453.36	\$7,192.73

Palm Beach Company was reimbursed as follows during 1935 the following accounts receiving credit:

2-20-35 Mr. H. C. Phipps...	369.69	
2-20-35 Mr. J. S. Phipps...	369.68	

	Dr.	Cr.
6-22-35 Mr. J. S. Phipps...	1,224.91	
6-22-35 Mrs. F. E. Guest...	1,224.90	
	<u>3,189.18</u>	

Balance not reimbursed... 4,003.55 7,192.73

*Year 1936—Palm Beach Company:*

Balance outstanding Jan. 1936 not reimbursed \$4,003.55

Summary of reimbursements by Mr. J. S. Phipps, Mr. H. C. Phipps and Mrs. F. E. Guest for disbursements made by Boulevard Mortgage Co. and Palm Beach Company for account Seminole Boat Company. Seminole Boat Company has now transferred its liability from Boulevard Mortgage Co. and Palm Beach Company to the Messrs. Phipps and Mrs. F. E. Guest according to the following:

	Mr. J. S. Phipps	Mr. H. C. Phipps	Mrs. F. E. Guest
October 31, 1929.....	\$2,479.37	\$2,479.37	.....
December 31, 1929.....	3,496.69	489.12	.....
October 31, 1929 (adj.)	300.00	300.00	.....
October 31, 1929 (adj.)	1,920.13	1,920.13	.....
December 31, 1929 (adj.)	393.72	393.72	.....
October 31, 1929 (adj.)	1,110.07	1,110.07	.....
*October 31, 1929.....	5,000.00	5,000.00	.....
April 30, 1930.....	1,877.93	1,877.94	.....
June 30, 1930.....	1,701.19	1,701.19	.....
December 31, 1930.....	1,618.53	1,618.52	.....
June 30, 1931.....	3,098.14	3,098.14	.....
December 31, 1931.....	374.70	374.70	.....
June 30, 1932.....	896.49	896.49	.....
December 31, 1932.....	1,158.32	1,158.32	.....
June 30, 1933.....	478.78	478.78	.....

	Mr. J. S. Phipps	Mr. H. C. Phipps	Mrs. F. E. Guest
December 30, 1933.....	372.30	372.30	.....
December 31, 1934.....	1,022.38	1,022.38	.....
February 20, 1935.....	369.68	369.69	.....
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	12,440.72	12,440.72	.....
Mrs. F. E. Guest on 3/- 23/35 purchased Mr. H. C. Phipps' $\frac{1}{2}$ interest. ....		12,440.72	12,440.72
June 22, 1935 .....	1,224.91	.....	1,224.90
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Balance December 31, 1935 .....	\$13,665.63	.....	\$13,665.62

\*Increase in Capital Stock.

